

# THE WISCONSIN ARCHITECT

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THE OFFICIAL PUBLICATION OF  
THE STATE ASSOCIATION OF WISCONSIN ARCHITECTS

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*Tentative Code of Fair Competition of  
Wisconsin Architects*

*District News*

*H. O. L. C. Reconditioning*

*Executive Board Meeting*

*A Few Quips*

*Third Stag Outing*

## IMPORTANT

In this issue of the magazine will be found the proposed "Code of Fair Competition of Wisconsin Architects" which, while subject to emendation, is now in the form which it is hoped will receive the approval of the Governor.

Architects into whose hands this will come are advised and requested to familiarize themselves with its various requirements and provisions, so that they may be able to intelligently reply to the questionnaire enclosed in this issue.

With the exception of certain mandatory provisions chiefly concerning wages, working time and the rights of labor, inserted as required by Law, the Code is essentially a crystallization of those principles of proper Architectural service and ethical procedure for which the American Institute of Architects has battled for more than half a Century, and if adopted and properly supported, cannot fail to have a stabilizing and beneficial effect on Architectural practice.

# THE WISCONSIN ARCHITECT

OFFICIAL PUBLICATION  
THE STATE ASSOCIATION OF WISCONSIN ARCHITECTS

Vol. II, No. 8    *An Organization Promoting the Best Interests of the Profession by United Action*    AUGUST, 1934

## News From the Districts

[No News has been received from the First, Second, Third, Fourth, Fifth, or Sixth Districts. For news of the Seventh District see 3rd Annual Architect Stag Outing.]

### Eighth District News

For some months the Racine group has been laboring to form a Builders' congress. Early in July its efforts bore fruit when the first meeting of the Racine Builders' Congress was held at the Builders' Club in Racine. The purpose of this organization is to sponsor better relations between the trades and between the trades and the general public, to foster beneficial legislation in order to cooperate with the authorities in enforcing the building codes and to promote fairer methods of competition and ethical standards between builders. The organization is headed by Ellis A. Klinger, eighth district chairman, with Sumner Coleman Russell as secretary and William F. Mickleston chairman of the membership committee!

Since the eighth district is located in the southern reaches of the state it is very convenient for architects from other states to invade its territories. Recently the Racine architects investigated some of these men who were practicing in their territory and found that they were not registered in Wisconsin, yet they were openly using the title "Architect." After several conferences with the law enforcement authorities, who were rather reluctant to act, a warrant was obtained for the arrest of one of these alleged architects. The sheriff missed getting his man by a few minutes. It was learned however, that the man made bi-weekly visits to the city and a watch was set to catch him. Somehow, the man was warned that the officers were looking for him and to date he has not crossed the state line. It might be well for the other districts to investigate any out of state men who

might be practicing within their bailiwicks to determine if they possess a Wisconsin license. If they do not, see the district attorney.

Quite recently the Racine Architects had a conference with the city authorities responsible for the enforcement of the building codes and ordinances. The city attorney was invited to the meeting and he was asked to read the state code relating to remodeling and alterations as applied to buildings over the fifty thousand cubic foot limit. With the attorney's co-operation it was explained to the building inspectors that an architect must be employed to draft plans for any alterations in a building of that size when public health or safety may be involved in the changes. It was tactfully brought to the attention of the inspectors that changes in plumbing came under this head as well as changes in the actual structural members of a building. The result has been satisfactory; the local building department has since refused to issue several permits for alterations until plans were made by a registered architect. It might be well for architects throughout the state to insist on the enforcement of this statute. It means work in their offices.

### AUGUST CALENDAR

WEDNESDAY, AUGUST 15—

Meeting of State Executive Board, City Club, Milwaukee, 12:30 P. M.

No meeting this month of Board of Directors of Seventh District.

No meeting this month of District No. 7.

NO meeting this month of the Wisconsin Chapter or The Madison Chapter, A.I.A.

### H.O.L.C. Reconditioning Program

Under the terms of the Federal Housing Bill passed at the last session of the Congress, two hundred million dollars was allotted the Home Owners' Loan Corporation for purpose of repairing, remodeling and modernizing homes on which they hold the mortgages or other residential buildings which qualify under the terms of the Act. One feature of the bill which is particularly interesting to architects is the requirement that all remodeling and modernizing work to be designed and specified by regularly licensed architects.

State architect advisers to the Reconditioning Division of the H. O. L. C. have been appointed in each state. In Wisconsin, A. C. Eschweiler, Jr. was appointed as adviser, and he has appointed associate architect advisers at the various branch offices of the H. O. L. C. as follows: Madison—Frank Riley; Eau Claire—Aloysius W. Bayer; Wausau—Irving A. Obel.

These advisers are now receiving applications from registered architects for appointment as fee architects. These fee architects will be appointed by the State Reconditioning Supervisor and will then be assigned the work which originates in their district.

It is planned to appoint only one or two fee architects in each city at the start and as these men are given enough work to keep them busy, additional fee architects will be appointed.

This program gives architects of Wisconsin an unparalleled opportunity to acquaint the public of the value of architectural service. It is hoped and expected that all fee architects appointed will give their best efforts to the work so that the service they render shall be above criticism.

July 27, 1934

## THE WISCONSIN ARCHITECT

Official Publication

The State Association of Wisconsin  
Architects

An Organization promoting the best interests of  
the architectural profession by United Action.

AUG., 1934

Vol. II, No. 8

BUSINESS AND EDITORIAL OFFICE  
724 E. Mason Street  
Milwaukee, Wisconsin

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JOHN S. HOLBROOK  
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Published Monthly

Subscription Price \$3.00 Per Year  
Address all communications for publication to  
Editor at 724 E. Mason Street, Milwaukee.

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## NOTES ON THE JULY MEETING OF THE STATE EXECUTIVE BOARD

WM. G. HERBST, Secretary

The July meeting of the Executive board of the State Association of Wisconsin Architects was held at the U. F. Durner estate on Upper Nemahbin Lake on Saturday, July 21.

The meeting was called to order at 11 A. M. by President Leo Brielmaier.

Those attending were Leo A. Brielmaier, Arthur Seidenschwartz, Peter Brust, William Redden, A. C. Eschweiler, Jr., Fitzhugh Scott, T. L. Eschweiler, Henry Foeller, Leigh Hunt and William G. Herbst.

Proxies were received from Bruce Uthus, Roger Kirchhoff and Edgar A. Stubenrauch. Henry Auler, Frank Riley and Edgar Berners were absent.

The first consideration of the board was a discussion of the affiliation, as associate member, of the State Association of Wisconsin Architects with the American Institute of Architects. The secretary was instructed to write to the secretary of the American Institute of Architects, forwarding to him a set of by-laws and requesting such information as may be necessary to complete the affiliation.

T. L. Eschweiler suggested an investigation as to the feasibility of a draughtsman's organization to be affiliated with the State Association of Wisconsin Architects. He stated that Mr. Bergstrom had written him regarding such a junior organization. The president appointed T. L. Eschweiler, chairman, Fitzhugh Scott and Peter Brust to act as a committee to investigate the practicability of and the set-up essential to such an organization. The committee will report its findings at the next meeting of the board.

The secretary reported a communication received from Mr. Findorff, secretary of the Divisional Code Authority for General Contractors, asking for a roster of architects, registered in the state of Wisconsin. It was the opinion of the Executive board that this roster be forwarded to Mr. Findorff.

The president requested Henry Foeller, as a member of the Examining Board, to gather information regarding the issuance of temporary registration in the state of Wisconsin to non-resident qualified architects.

Fitzhugh Scott, reporting for his committee on the establishing of a Small School House Service Bureau, stated that he had sent questionnaires to seventeen architects and had received six replies, all of which were in favor of establishing such a bureau. He suggested that, in the event of its adoption, this service bureau be limited in scope to school house construction under 50,000 cu. ft. He further suggested that, in order to gain their full co-operation, the Department of Education in Madison and the superintendent of schools, Mr. Callahan, be acquainted with the service the board has in mind.

Leigh Hunt reported on the progress of the architects' code, stating that T. L. Rose had received a tentative approval of the draft of the code and that it will be published, in this tentative form, in the August issue of The Wisconsin Architect, together with a questionnaire and copy of the present Code of Ethics.

Upon motion made by Henry Foeller, seconded by T. L. Eschweiler, and carried by the board the contract with John Holbrook for the publishing of The Wisconsin Architect was extended to April 15, 1937.

Leigh Hunt described an interesting meeting of District No. 5 to which he had been invited to offer suggestions in a discussion of their proposed by-laws.

The meeting adjourned at 12:30 P. M.

*The next monthly meeting of the State Executive Board will take place Wednesday, August 15, at the City Club, Milwaukee, 12:30 P. M.*

# CODE OF FAIR COMPETITION OF WISCONSIN ARCHITECTS

**First Printing**

» **Tentative** »

**Confidential**

## Article I. DECLARATION OF POLICY.

Section 1. To effectuate the policy of Chapter 476, Laws of Wisconsin for 1933, entitled, "Emergency Promotion of Industrial Recovery", sometimes referred to as the Wisconsin Recovery Act, and to effectuate the policy of Title I of the National Industrial Recovery Act, the following provisions are established as a Code of Fair Competition for the intrastate practice of Architecture in and for the State of Wisconsin under and pursuant to the Wisconsin Recovery Act.

Section 2. This Code shall be binding upon all Architects practicing in Wisconsin and shall be so construed—as shall every term or provision thereof and every rule or regulation promulgated thereunder—as to promote the purposes and policies of said acts.

## Article II. DEFINITIONS.

Section 1. (a). For the purposes of this Code, the expressions "Architectural Service", "Practice of Architecture", or "Architecture", are defined to mean the rendering of any professional service, such as consultation, investigation, evaluation, planning, design, including esthetic and structural design, or responsible supervision of construction in connection with any building as hereinafter defined, or any part thereof, or the equipment or utilities thereof or the accessories thereto, when such professional service requires the application of the art and science of construction based upon the principles of mathematics, esthetics and the physical sciences.

(b) The functions of the engineer and the landscape architect normally involve certain function included in the above definition of Architectural Service and, in order to correlate this Code with any Code or Codes which may be adopted by those professions, such overlapping functions shall be exercised by Architects only to the extent limited by the normal training and experience broadly characteristic of the Architectural profession.

Section 2. "The Act" as used herein shall mean Chapter 476—Wisconsin Laws of 1933, otherwise sometimes known as "Wisconsin Recovery Act".

Section 3. "Architects' Code" or "This Code" as used herein, shall mean The Code of Fair Competition of Wisconsin Architects.

Section 4. The term "Architect" as used herein shall mean any person entitled to engage in the practice of Architecture in the State of Wisconsin by virtue of qualification and registration in accordance with Chapter 486 of Wisconsin Laws of 1931, or amendments thereof, otherwise known as "Registration Law for Architects and Engineers".

Section 5. The term "Association" as used herein shall mean the State Association of Wisconsin Architects, Incorporated.

Section 6. The term "Draftsman" as used herein shall mean any individual in the employ of an architect who prepares drawings, specifications, supervises execution of work or performs any other function of an Architect under his employer's direction.

Section 7. The term "Student" as used herein is defined to mean any individual who is studying or training to qualify as a draftsman.

Section 9. The term "Employer" as used herein shall mean any architect who employs labor in any branch of his work.

Section 10. The term "Employee" as used herein shall mean any individual in the employ of an architect.

Section 11. The term "Owner" as used herein shall mean any person employing the services of an Architect or of a Contractor.

Section 12. The term "Contractor" as used herein shall mean a person employed by an Owner under an agreement to perform all, or any part of the work involved in the construction, alteration, addition to or repairs of, a building, or equipment or utilities thereof or accessories thereto.

Section 13. The term person as used herein shall include but without limitation person, firm and/or corporation.

Section 14. The term "Building" as used herein shall mean a structure, or any part thereof, designed and intended chiefly for shelter, or commemorative purposes, or the equipment or utilities thereof or the accessories thereto, and shall include the Architectural portions of engineering works.

## Article III. HOURS OF LABOR — RATES OF PAY.

Section 1 (a). An Architect shall not permit, or require, an employee to work more than fifty (50) hours per week, or more than 160 hours in a four week period, except that in cases of unusual and temporary emergency if the professional services required of him cannot be adequately performed by additional employees, working time may be increased to 180 hours in a four week period.

(b) All working time in excess of forty (40) hours in any one week shall be considered as overtime and employees shall be compensated on the basis of time and one-third for such overtime.

(c) The working time and overtime provisions set forth in this section shall not apply to the Principals, or to those occupying executive positions, or to employees while engaged in superintending work in the field.

Section 2. (a) For the purposes of this Code, employees shall be classified as draftsman, students and clerks, except that superintendents shall be classed as executives with respect to working hours and as draftsmen with respect to rate of pay.

(b) A draftsman having two years of experience or more shall be paid not less than fifty cents (50c) per hour.

(c) Students shall be compensated under an agreement which is acceptable to such student and to the Architect, provided that the number of such students in any one office shall be limited as shall be determined by the Architects' Code Authority, subject to the approval of the Administrator, in such manner as not to defeat the purposes of this Article.

(d) Clerks shall be paid not less than Fifteen Dollars (\$15.00) per week in cities over 500,000 population, or in the imme-

diate trade area of such cities; or less than \$14.50 per week in cities of between 250,000 and 500,000 and their trade areas; nor less than \$14.00 per week in any cities between 25,000 and 250,000 population or their trade areas; and in cities or in towns of less than 25,000 population, the minimum wage shall be \$12.00 per week. All other employees shall be paid not less than 40 cents per hour.

(e) The minimum age of employees shall be 16 years, except that persons between 14 and 16 years may be employed for not to exceed three hours per day on such work and at such times as will not interfere with the hours of day school.

Section 3. Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

No employee and no one seeking employment shall be required, as a condition of employment, to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing.

Section 4. All questions involving labor, under state codes, of such a nature as would be referred to the National Labor Board under Federal codes, shall be referred to the Wisconsin State Labor Board. The intent of this section is to have the Wisconsin State Labor Board function in precisely the same manner on intra-state labor questions as the National Labor Board functions on labor questions, under Federal codes. The same rules of procedure shall apply.

Section 5. Employees handicapped on account of age or physical disability, or from other cause, may be paid at the rate of eighty (80) per cent of the minimum wage established for other employees in like capacities; provided, that the number of such handicapped employees shall not exceed five (5) per cent of the total number of employees in any such one plant or establishment. What constitutes handicapped employees on account of age or physical disability shall be determined by the State Industrial Commission. No such reduction shall be made effective until a certificate of disability is obtained from the State Industrial Commission.

## Article IV. ARCHITECTURAL SERVICES.

Section 1. In order to establish uniform standards of proper Architectural service, as defined in Article II hereof, every Architect shall comply with all the requirements of Sections 2 to 10 inclusive of this Article, except when otherwise stated in an agreement between Architect and Owner, providing for partial service in connection with a specific building operation.

Section 2. (a) The Architect shall obtain from the Owner, or otherwise, all pertinent facts and data affecting the service to be rendered such as surveys, property restrictions, easements, sub-soil conditions, scope of the work and other information

sufficient to enable him to understand thoroughly the requirements of the problem.

(b) The Architect shall make such studies and prepare such preliminary drawings as may be necessary to solve the various requirements of the problem and obtain the approval of the Owner thereon.

(c) The Architect shall prepare working drawings sufficient in number and character to enable an accurate estimate of cost and bids to be made thereon. Working drawings shall be clearly drawn and easily readable, with all essential dimensions stated in figures and shall be fully informative as to the work and materials required. The drawings shall be accompanied by specifications giving in words all essential information as to designated products, quality of materials and workmanship, correlation of parts and alternate bids when such information cannot readily be expressed upon the drawings.

The Architect shall be responsible for the structural sufficiency of his drawings and specifications and for their compliance with all Building Codes, Sanitary and Safety Laws and Regulations in effect at the place of building.

(d) The Architect shall prepare sufficient full-size and large scale detail drawings to enable contractors to so provide and shape their material that it will fit and be suitable for its place and function in the building. When such details are prepared after the award of contract, they shall require no work or material and impose no cost or expense not in accordance with the intent of the working drawings and specifications.

Section 3. (A) The Architect shall furnish such copies of drawings and specifications as are required (1) by the Owner for his record, (2) by Governmental Authorities, (3) for taking of bids, and (4) for the execution of the work.

(B) In order that the Architect shall have the necessary control of his drawings and specifications as instruments of service, the Architects' Code Authority shall adopt and promulgate regulations providing (a) for reasonable limitation of the number of copies to be furnished for the purpose of this section with provision for reimbursement for copies furnished in excess of such limitation, (b) for the prompt return of copies furnished for bidding purposes and (c) for their return when no longer needed for the execution of the work.

Section 4. Unless otherwise required by Law or provided in the agreement with the Owner, the Architect shall supervise the taking of bids, advise the Owner in the award of contracts, prepare the contract documents, keep such accounts as between Owner and Contractor as will properly safeguard the interests of the parties, issue certificates authorizing payments to the Contractor, and perform such other services as are established by custom.

Section 5. (a) Unless otherwise required by Law, or provided in the agreement with the Owner, the Architect shall supervise the work under construction in order to have knowledge, whereon to base certificates, of the progress and quality of the work.

The supervision of an Architect shall comprise such intermittent inspection of work and materials in studios, shops or at the building in process of construction as he shall find necessary to assure himself of its execution in general conformity with drawings and specifications and compliance with the terms of the contract.

Such supervision shall be distinguished

from the continuous personal superintendence of a clerk of the works or inspector of construction.

(b) Supervision of the work under construction is to be regarded as an important part of Architectural service and unless such supervision is included in an agreement as to the service to be rendered, an Architect shall accept no responsibility for the execution of the work nor shall he issue any certificates authorizing payments to Contractors.

Section 6. Drawings and specifications shall carry the name and seal of the Architect and, as instruments of service shall be his property, unless otherwise agreed, whether or not the work for which they were made be executed. Such drawings and specifications shall be held to be instruments of service only for the work for which they were originally prepared.

Section 7. The Architect may prepare such preliminary estimates of cost as the Owner may request for his financial guidance, but he shall not guarantee them. The Architect shall, however, use his best judgment, based upon experience and information, in the preparation of such preliminary estimates and exercise due care that they shall not be misleading.

Section 8. In the preparation of drawings and specifications and in taking of bids thereon an Architect is acting solely in the interest of the Owner. Upon the signing of an agreement between the Owner and the Contractor, an Architect, as the interpreter of the true meaning and intent of the contract documents, acts in a quasi-judicial capacity and in that capacity it is his duty to render impartial and equitable decisions in all cases of dispute between Owner and Contractor which may be submitted to him.

Section 9. The method of adjudication of disputes arising out of agreements between the Architect and the Owner and between the Owner and the Contractor in case of appeal from the Architect's decisions, shall be arbitration according to the procedure approved by the American Arbitration Association.

Section 10. The Contract Documents of the American Institute of Architects, 4th Edition, comprising the agreement and the General Conditions of the Contract, with such amendments thereto as shall be approved by the Architects' Code Authority and by the Administrator, shall be considered as standard and shall be conformed to so far as practicable, and unless otherwise required by Law, in every building operation.

#### Article V. SERVICE CHARGES.

Section 1. In order to effectuate the general policies of the Act, to relieve unemployment and to assist in stabilizing the industry and more particularly to conform to the provisions of sub-section (2) of Section 109:06, it is hereby declared to be an unfair method of competition of an Architect to render professional service below cost and in addition thereto a reasonable professional fee.

Section 2. The cost of an Architect's services which shall be charged to an Owner include both direct costs and indirect costs, or overhead expense. The Architects' Code Authority shall develop, or shall adopt, and when approved by the Administrator, shall publish or distribute a uniform system of cost accounting by means of which all of an Architect's costs, both direct and indirect,

including Architect's time and all other chargeable items shall be determined and properly recorded. Such accounting system shall include a method by which an equitable proportion of such indirect costs, or overhead expense, shall be charged to an Owner. Upon the adoption and approval of such an accounting system, it shall be construed a Code violation for an Architect to refuse or neglect to make use of same in his professional practice: Provided, however, that an Architect having in use, at the effective date of this Code, an accounting system which properly reflects his costs as in this section required, may continue the use of such system.

Section 3. (a) In order to give effect to Section 1 of this Article, the Architects' Code Authority shall, with the co-operation of the several regional agencies and subject to the approval of the Administrator, establish schedules of minimum professional fees chargeable to the Owner in addition to the Architects' cost of service as provided in Section 2 of this Article, together with a fair basis and method for computation thereof. Such schedules shall be applicable to full, partial and/or repetitive services; shall be fair and reasonable and shall give consideration to economic conditions and local requirements.

(b) The Architects' Code Authority shall also establish schedules of fair minimum charges, applicable to full, partial or repetitive services, based upon percentages of the "Cost of the Work" as defined in Section 5 of this Article, and graduated to conform to the varying character of building operations. Provided, however, that the charges resulting from the application of such percentages shall not be less than the Architects' costs.

(c) Upon the establishment of schedules in accordance with (a) and (b) of this Section and their approval by the Administrator, it shall be unfair competition and a violation of this Code for an Architect to render service except in accordance therewith or with such higher schedules as his training, experience or reputation may enable him to maintain.

Section 4. Pending the adoption and approval of schedules of fees and/or charges developed in accordance with Section 3 of this Article, an Architect whose charges conform to the schedule of fair minimum charges adopted by the Association October 20, 1933, will not be considered as violating this Code. (see Appendix "A").

Section 5. The "cost of the work" to be used in computing the Architect's fees or charges is the cost to the Owner, by contract or otherwise, of all materials incorporated in the building, all labor performed in producing and installing such materials in accordance with the requirements of the drawings and specifications, the contractor's operating expenses incident thereto and the contractor's profit thereon, assuming materials to be new and labor fully paid at prevailing market rates. The cost of the work shall also include the cost to the Owner of all equipment, mechanical or otherwise, and all accessories necessary to complete the building for its intended use which may not be shown on the drawings or described in the specifications, but are purchased or furnished by the Owner with the Architect's advice and guidance.

Section 6. (a) The right of an Owner to terminate the employment of an Architect at any stage of his work or to

employ him for partial service is recognized, and in such event the Architect's fees and/or charges shall conform to schedules established by the Architects' Code Authority in accordance with the provisions of Section 3 of this Article.

(b) When an Architect is retained for consulting, advisory or other professional service not involving the preparation of drawings and/or specifications, he shall make a charge commensurate with the importance of the question involved and the service rendered.

Section 7. (a) When it is imperative that an Owner, in order to conform to a fixed appropriation or to permit definite financial arrangements, an Architect will not be considered in violation of this Code if he agrees, at the request of an Owner, to render the full or partial services desired on the basis of a fixed sum, provided that such fixed sum is not less than the schedules of fair minimum charges developed and established by the Code Authority as provided in Section 3 of this Article.

(b) It will not be considered a violation of this Code for an Architect to work on a salary basis, provided that his compensation on that basis, except when in the employ of another Architect, is such as not to constitute unfair competition with Architects doing similar work in independent practice.

#### Article VI. FAIR PRACTICE REGULATIONS.

Section 1. The provisions of Sections 2 to 13 inclusive of this Article are adopted as rules of fair practice for all Architects practicing in Wisconsin. Any violation of these rules shall constitute an unfair method of competition and a violation of this Code.

Section 2. An Architect shall not compete with another Architect on the basis of professional fees, or charges, but this shall not prevent an Architect from quoting his charges at any time to a prospective Client, provided that such quotation meets the conditions of Section 3 of Article 5 of this Code, and provided that such quotation applies to a specific project only and is made in writing with copy retained. Charges so quoted shall not thereafter be reduced for the project on which they were originally made.

Section 3. An Architect shall not render services without charge or for a charge less than cost, except that preliminary services, as defined in Article IV, Section 2 (b); or advisory services, as defined in Article V, Section 6 (b), may be rendered without charge or for a modified charge in cases where the Architect is the bona fide originator of the project and of the design; or for Clients with whom the Architect has had previous professional relations; or for relatives; or as civic duty.

Section 4. No Architect shall violate any of the provisions of Article 3 of this Code having relation to hours of labor and rates of pay, and in that Article maximum hours of labor shall not be construed as minimum, or minimum rates of pay shall not be construed as maximum.

Section 5. An Architect shall not submit sketches or data at the same time for the same project as another Architect, or Architects, unless the submission be anonymous, and only upon identical written requirements and conditions, and only if the selection of an Architect is to be made by the

Owner when assisted by two or more competent impartial technical advisors, at least one of whom shall be an Architect, and only when there is an agreement that each competitor shall be paid at least the cost of his work as prescribed in Article V hereof. Provided, however, that Architects may participate in open competitions for projects of major importance, approved by the Architects' Code Authority, the conditions of which do not provide for payment of Architects' costs, but only if otherwise Wisconsin Architects would be barred from such participation, and only if such competitions are conducted in accordance with all other requirements of this Section.

Section 6. An Architect shall not attempt to supplant another Architect when the latter has been engaged by an Owner or when an obligation to him has been incurred by an Owner for services rendered, nor undertake any work on which another Architect has been previously employed, unless and until the employment of the original Architect has been definitely terminated in a manner satisfactory to the Architect originally employed, or the issue has been joined at Law, or submitted to arbitration.

Section 7. Services shall not be offered, given, sold or distributed by Architects to, through, or by, contracting, building, real estate, brokerage, manufacturing, merchandising, or publishing organizations or agencies except on the basis of fees and charges established by this Code.

Section 8. No Architect shall accept or receive any rebate, discount, bonus, fee, commission, or other valuable consideration from anyone having a pecuniary interest, direct, indirect, or prospective in any work which he designs or plans for others or the execution of which he supervises or coordinates, except from the Owner.

Section 9. An Architect shall not give any donation, rebate, discount, bonus or commission to anyone other than a member of his own organization in order to influence or procure employment.

Section 10. An Architect shall not invite or accept gratis architectural or engineering services from material producers or others interested in contracting for the work or any part of it. This does not refer to customary shop drawings or to technical trade information, or to the drawings customarily made by the producers of manufactured specialties.

Section 11. An Architect shall not have any undisclosed financial interest in work executed or material furnished for a Client, or in a real estate development of which his Client's operation is a part.

Section 12. When the character of the building operation is such as to require the type of engineering, landscape architecture, or other specialized services not within the scope of "Architectural Service" as developed in Article IV hereof, an Architect shall recommend such specialists for employment by the Owner and shall co-ordinate their work. When such specialists are paid by the Architect or the service performed by his own organization, he shall make a charge to the Owner to cover the cost of such services and the charge shall be equivalent to the cost of independent service.

Section 13. (a) An Architect shall not place his name as Architect, or impress his seal upon any drawings, or specifications, or copies thereof, unless such drawings and/or specifications are prepared by him or under his direction.

(b) An Architect acting in the capacity

of consultant or associate architect may so designate himself on the drawings and/or specifications prepared by another, provided such drawings and/or specifications are competently prepared in accordance with the requirements of Section 2, of Article IV of this Code, and provided further that the combined charges to the Owner for such combined architectural services are in accordance with the requirements of Section 3 of Article V of this Code.

#### Article VII. COORDINATION.

Section 1. In order to coordinate this Code with any Code, or Codes, for intra-state Building Industry, and to assure fair practices therein, it shall constitute unfair competition for any Architect to assume the function of a Contractor by undertaking any construction work for an Owner on a contractual basis. This does not refer to the customary and necessary coordination and direction by an Architect of the work of Contractors.

#### Article VIII. ADMINISTRATION.

Section 1. (a) In order to give effect to the purposes of this Code and to provide for administrative control of the practice of Architecture within the State of Wisconsin, there is hereby created a Control Committee designated the "Wisconsin Architects' Code Authority", which shall consist of seven (7) members, five (5) of whom shall be appointed by the Executive Board of the Association, so as to provide as nearly state-wide representation of the membership as practicable. Two (2) members shall be appointed by the Administrator, one (1) of whom shall be an impartial representative of the public interest, and one (1) of whom shall be a representative of the employees.

(b) The terms of such appointments shall not exceed the limit for Code continuance now established by Law, except that in the event that Code continuance be extended by Law beyond that limitation, the terms shall be readjusted by the appointing agency to insure overlapping tenure of office.

Section 2. The Architects' Code Authority shall have the powers requisite for the administration of this Code as applied to the intra-state practice of Architecture. It shall elect its own officers and assign their duties and functions. It shall adopt its own rules of procedure. It may adopt and promulgate such explanatory regulations in furtherance of the purposes of this Code and not inconsistent therewith as it may deem advisable for the guidance of Architects in their relations to the public and to Building Industry.

It shall establish its headquarters in the City of Milwaukee. It shall elect or appoint an executive secretary, not necessarily from its own membership, and the necessary clerical staff who shall be paid such salaries as it shall determine. The Secretary shall represent the Code Authority in the interim between meetings thereof and exercise such functions as may be assigned to him. The Architects' Code Authority shall have such further powers and functions as are herein-after prescribed.

Section 3. (a) The Architects' Code Authority shall prepare an itemized budget covering all estimated expenses of administration, including therein the requirements of the State Administrator and the expenses incurred in the preparation, distribution and

enforcing of this Code, and shall have power to assess and collect from the membership by registration as prescribed in (b) hereof, or such other equitable method of proportioning as may be approved by the Administrator, a sufficient sum to meet budget requirements. No assessments may be collected by legal action unless the budget has been approved by the Administrator.

(b) The Architects' Code Authority shall have power to require the registration, in such manner and at such time as it may deem appropriate, of all contracts for Architectural services for which the charges to the Owner are estimated to exceed \$200.00 and to charge and collect from members, as a registration fee, not to exceed one-half of one per cent of the amount of the Architect's charge and may establish a minimum fee of not to exceed Five Dollars for every contract so registered. Failure to pay any such registration fee or assessment within thirty days of the receipt of due notice thereof shall constitute a Code violation.

(c) The Code Authority shall have power to require from all Architects, on forms furnished by it, such periodic reports with statistical data and other information it deems necessary for proper administration.

(d) From the funds collected as provided in sub-sections (a) and (b) of this section, the Code Authority shall defray its expenses, and such expenses as it may approve of any regional agency appointed by it, in accordance with a budget of such expenses approved by the Administrator.

Section 4. For the purpose of convenient administrative contact with the Architects throughout the State, the Architects' Code Authority shall establish subordinate regions and in each subordinate region so established shall appoint two (2) or more regional advisors, who shall be resident therein, and prescribe such rules and establish such regulations as it deems necessary to effectuate the purposes of this Code.

Section 5. It shall be the duty of the Regional Advisors to keep in close touch with the architectural affairs and activities of their regions, to advise the Code Authority of any infractions of practice regulations, or other Code violations which may come to their attention, to investigate possibilities for developing building projects, offering relief to unemployment and increasing the use of products obtained from local sources and to avoid the wastage of materials by the correction of uneconomic practices.

#### Article IX. ENFORCEMENT.

Section 1. (a) The Architects' Code Authority in cooperation with the Governor and the State Administrator shall have power to investigate and to take action as it may be empowered to do under the terms of the Act in all cases brought to its attention or of its own motion involving violation of any of the provisions of this Code including but without limitation failure to render proper Architectural service for the fee charged as well as failure to charge for the service rendered in accordance with the provisions of this Code.

#### Article X. APPEALS.

Section 1. If any affected party shall appeal to the Administrator charging that any action of the Architects' Code Authority or any agent thereof is unfair, or unjust, or contrary to the public interests, or con-

trary to Law, the Administrator may suspend such action to afford him an opportunity for investigation of its merits, and in that event such action by the Architects' Code Authority shall not be effective unless the Administrator approves or shall fail to disapprove after thirty days' notice to him of intention on the part of the Code Authority to proceed with such action in its original or modified form.

#### Article XI. MODIFICATION.

Except as to provisions required by the Act, the requirements of this Code may be modified, or amended as found necessary by experience or changes in circumstances. Such modifications or amendments may be proposed by the Architects' Code Authority or by any Regional Agency subordinate thereto and upon ratification by a majority of the members of the Association and upon application to the Administrator and such notice and hearing as he shall prescribe, such modifications shall, upon approval by the Governor, become a part of this Code.

#### Article XII. LEGALITY.

If any provision of this Code is declared to be unconstitutional or otherwise contravening the Law of the land, or in conflict with the provisions of any Federal Code, or Codes, having precedence thereto, the remaining provisions hereof shall nevertheless continue in full force and effect in the same manner as if they had been separately submitted to and approved by the Governor.

#### Article XIII. EFFECTIVE DATE.

This Code shall become effective when approved by the Governor of the State of Wisconsin in conformity with the provisions of the Act.

**Architects . . .**

After careful study of this  
tentative code . . .

you are urgently re-  
quested . . .

to fill out the accompa-  
nying questionnaire . . .

and at your earliest con-  
venience . . .

mail it in accompanying  
stamped envelope.

## A FEW QUIPS

A. C. GUTH

Philately has quite a vogue among Milwaukee architects. Hugo Logemann is an enthusiastic member of the Milwaukee Philatelic Society; Henry Hengels is an inveterate fan; Roger Kirchhoff collects and so do many others. It's a good antidote after a trying day over the drawing board. Try it.

Friend Guy Wiley was seen taking lessons the other day on the streets of Milwaukee. He was trying to master the intricacies of a new stream line, knee action, free wheeling, blowout proof, contraption. Needless to say it had good lines and was true to type.

To be a successful practitioner is one accomplishment of a life time but to be the master of another art sounds unbelieveable. And so along comes life member Tom VanAlyea, Architect, yes — and besides — expert builder of outdoor ovens; the kind made for pork sausages, steaks, and chops. Yum, yum. Once more, architect, ovens, VanAlyea; et al.

Remember the day when Frank Drolshagen was the city tennis champion—when Urban Peacock was the valedictorian of a graduating class of '09—when Joe Glaser ground ink for Rau & Kirch—when Charlie Valentine was Ferry's office boy—when Paul Marzillier swept out the Eschweiler office in the Goldsmith building—when the Draftsman's Club held an initiation and Alec Bauer rode the goat, who became almost unmanageable?

Who is considered Milwaukee's most eligible bachelor? Why to be sure he is an architect and his name is Elliot Mason.

Only an architect, a new definition: "A dreamer of dreams, a builder of air castles, yet with the technical ability to reproduce those dreams in lasting materials."

Why doesn't someone start the ball a-rolling. A ladies auxiliary would not be so bad. Now you ladies' men, don't all step forward at the same time. You, Bob Schmitz

## THE THIRD ANNUAL ARCHITECTS' STAG OUTING

By a Special Correspondent of The Wisconsin Architect

At 12:30, Saturday, July 21, the Executive Board members dispersed from the breezy front lawn of the U. F. Durner estate on Upper Nemahbin Lake—out yonder in Waukesha County. They dispersed to the "filling station around the corner" where the proprietor-host was dispensing, and it was not a far cry from copper vessels to iron horse-shoes and thence to cold cuts, salad, cookies, and more copper-contents.

After lunch, when the rank and file began to swell the attendance, the breeze went away and the sun poured down. It was then that the baseball magnates became panicky about their line-ups. Veterans stole off in fours to indulge their conceits in schapskoopf, and rookies had

and Walter Truettnr and Ernst Weyland.

One often hears the question asked as to who the architect was of the Layton Art Gallery. His name was G. A. Ardsley, a London architect. He professed to be a specialist in the design of art galleries and met the donor of the building, Frederick Layton, on board ship while the latter was making one of his frequent trips to Europe. E. T. Mix was the local associate architect and did the superintending. All this happened in 1886.

### *Home made definitions:*

**Door:** An open and shut proposition in all buildings excepting Mexican adobes.

**Elevation:** The psychological state of a young architect receiving his first client.

**Facade:** The company manners of a building; ordinary buildings having nothing better than fronts.

L. A. Schmidtner was the architect for the old court house. His chief draftsman was Henry Messmer. Messmer's chief draftsman was Robert Messmer, and Robert's chief draftsman is our friend Tony Johnson. Four generations. The only combination of its kind in the city.

pledged their services prematurely. But by the time some one read the thermometer on the porch at 116°, four ambitious ball clubs took the farmer's field. Not until a truck wheeled into view with energy-producing vitamins did the umpires call the athletes to order. Two games progressed at once—the Green Bay Boys coping their tilt from undernourished locals, and two Milwaukee outfits, The Kloppenburgs and The Eschweilers, cawing at each other till The Eschweilers emerged on the long end. We give the latter's line-up, for they cinched the pennant by nosing out the Green Bay boys in the play-off.  
 Frazier and Kirchhoff ss  
 A. C. Eschweiler, Jr. (Captain) 1st  
 M. Herrmann r.f.  
 C. A. Herman c.f.  
 Kurtz 1.f.  
 Bruecker 2nd  
 Ebling 3rd  
 Ted Eschweiler c.  
 Holbrook p.  
 Kuenzli Ump.

The ball players straggled back through corn and wheat and found the veterans (on the shady lawn) still immersed in Schapskoopf and foam. After a pleasant moment at the "filling station" no one required urging to pry off clothes and take a refreshing dip in Upper Nemahbin.

The sun was moving on; it was more pleasant to pitch the shoes, and the boys were getting the hang of the copper cups.

The spread came like a drink on the desert — hopping hot potato salad (the kind that makes you jump and careen) — pork sausages, accomplished on an open-air grill—baked ham—pickles, olives, radishes — chocolate cup cakes — crullers from the U. S. Pensacola and coffee to dunk 'em in.

That after-spread reaction set in. Some of the boys looked as though they had been dragged through the spout of Mr. Durner's pet pump. But they fixed the pump. And they fixed the boys by setting out overgrown cans of well-salted pop-corn which naturally created a revived demand for copper-cup content.

Herb Ebling (the man who throws 'em out at first) and George Spinti unleashed their air-flow powers in a frenzy of song that brought the nodding to their feet. Song books slipped around, and no one stopped to breathe till every song had been rendered — or mutilated. Some preferred to drown out the singing with a second dip in Nemahbin.

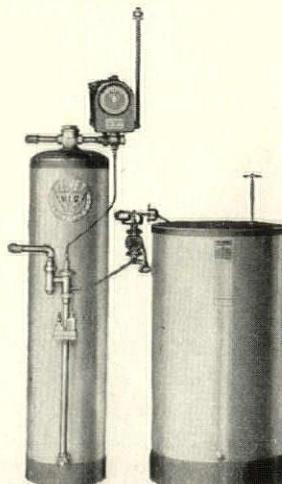
Toward midnight it became apparent that the supply of pop-corn was inexhaustible and the copper cups would never empty. The last of the stags drove off.

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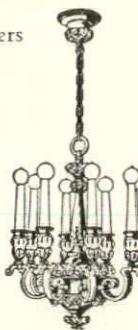
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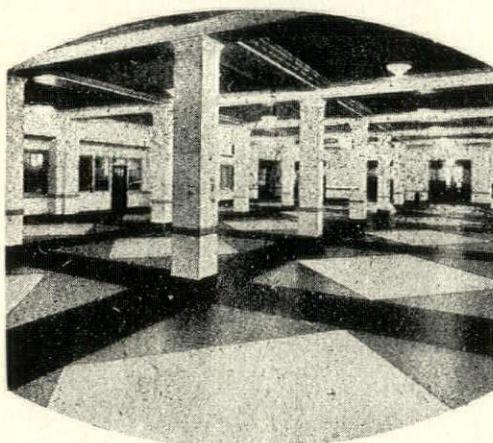
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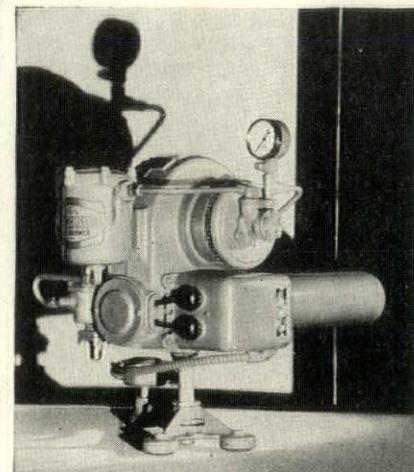
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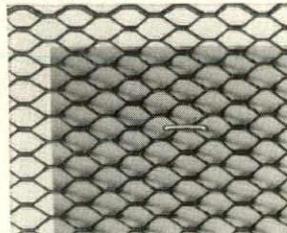
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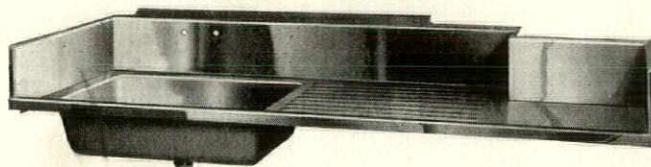
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